

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA**

Azucena Calleja Garcia and
Lisette Calleja
Ana Line Beade
Eric Cisneros
Gabriela Garcia,

Plaintiff,

v.

and

Mielle Organics, LLC and
Monique Rodriguez
Defendants.

Case No. _____

PLAINTIFF DEMANDS
TRIAL BY JURY

COMPLAINT

Plaintiff, Azucena Calleja Garcia (“Plaintiff” for Count I), Plaintiff Lisette Calleja (“Plaintiff” for Count II), Ana Line Beade (“Plaintiff” for Count III), Eric Cisneros (“Plaintiff” for Count IV), and Gabriela Garcia (“Plaintiff” for Count V), by and through their attorneys, Daniel I. Schlade and James M. Dore, complain against Mielle Organics, LLC (“Defendant” or “Mielle”) and Monique Rodriguez (“Defendant” or “Monique”). Azucena Calleja Garcia and Lisette Calleja may collectively be referred to as “Plaintiffs”. Mielle and Monique may collectively be referred to as “Defendants”. In support of this Complaint, Plaintiffs state:

Introduction

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

Parties

2. Plaintiff Azucena Calleja Garcia is a resident of Calumet City, Illinois; and they were employed by Mielle and Monique.

3. Plaintiff Lisette Calleja is a resident of Calumet City, Illinois, and they were employed by Mielle and Monique.

4. Plaintiff Ana Line Beade is a resident of Hammond, Indiana; and they were employed by Mielle and Monique.

5. Plaintiff Eric Cisneros is a resident of Calumet City, Illinois; and they were employed by Mielle and Monique.

6. Plaintiff Gabriela Garcia is a resident of Calumet City, Illinois; and they were employed by Mielle and Monique.

7. Mielle is a business that is located, headquartered, and conducts business in Merrville, Indiana.

8. Monique is the owner and CEO of Mielle, and they are in charge of its employees. On information and belief, Monique is a resident of Merrville, Indiana.

9. Defendants are “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce. Additionally, they have more than three employees.

Jurisdiction And Venue

10. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. § 1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

11. Venue is proper in the NORTHERN District of Indiana because all underlying facts and transactions occurred in or about Merrillville, Indiana.

Facts Common To All Claims

12. Mielle is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

13. Monique is an “employer” as that term is defined in Section 203 of the FLSA, because: (1) they were Plaintiffs’ head “boss” at Mielle; (2) they had the power to hire and fire the employees, including Plaintiffs; (3) they supervised and controlled Plaintiffs’ work schedules and conditions of employment; (4) they determined the rate and method of payment for employees; and (5) they maintained employment records.

COUNT I: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Azucena Calleja Garcia)

14. Plaintiff reincorporates by reference Paragraphs 1 through 13, as if set forth in full herein for Paragraph 14.

15. Plaintiff began working at Mielle in or before June 2019 and her last day of work was January 12, 2022.

16. At all times, Plaintiff held the same position at Mielle, they were a warehouse worker. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform tasks involving taking orders and packaging, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

17. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 40 to 60+ hours per week.

18. Plaintiff was paid their wages on a(n) hourly basis.

19. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

20. Plaintiff's rate of pay was \$10 per hour from 2019 to approximately August 2021 when her pay increased to \$15 per hour. Her pay increased again in November 2021 to \$16 per hour. For about 7 months per year, Plaintiff would work approximately 40 hours per week; and during the other 5 months she would work approximately 60 hours per week.

21. Throughout the course of Plaintiff's employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

22. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

23. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

24. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$7540.00 in unpaid overtime wages; (ii) liquidated damages of \$7540.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit A (this is an estimate and weeks/dates may not match real world records).

WHEREFORE, Plaintiff Azucena Calleja Garcia respectfully requests that the Court enter a judgment in their favor and against Defendants Mielle and Monique jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$7540.00;
- B. An award liquidated damages in an amount equal to at least \$7540.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and

E. Any such additional or alternative relief as this Court deems just and proper.

COUNT II: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Lisette Calleja)

25. Plaintiff reincorporates by reference Paragraphs 1 through 3, as if set forth in full herein for Paragraph 25.

26. Plaintiff began working at Mielle in or before June 2020 until August 2021, although she was not working year round, but rather during her vacations.

27. At all times, Plaintiff held the same position at Mielle, they were a warehouse worker. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform various warehouse tasks, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

28. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 40 to 60+ hours per week.

29. Plaintiff was paid their wages on a(n) hourly basis.

30. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

31. Plaintiff’s rate of pay was \$10 per hour. Plaintiff worked approximately 9 weeks per year in 2020 and 2021 where she was averaging 60 hours per week, and not being paid time-and-a-half wages.

32. Throughout the course of Plaintiff’s employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

33. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

34. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

35. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$1800.00 in unpaid overtime wages; (ii) liquidated damages of \$1800.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit B (this is an estimate and weeks/dates may not match real world records).

WHEREFORE, Plaintiff Lisette Calleja respectfully requests that the Court enter a judgment in their favor and against Defendants Mielle and Monique jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$1800.00
- B. An award liquidated damages in an amount equal to at least \$1800.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT III: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Ana Line Beade)

36. Plaintiff reincorporates by reference Paragraphs 1 through 13, as if set forth in full herein for Paragraph 36.

37. Plaintiff began working at Mielle in or before May 11, 2019 until January 12, 2022.

38. At all times, Plaintiff held the same position at Mielle, they were a packager. Plaintiff was an "employee" of Defendants as that term is used in Section 203 of the FLSA because they were

employed by Defendants to perform packaging various products for Defendant, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

39. Although schedules are subject to change, Plaintiff's general schedule with Defendants required Plaintiff to work on average 49 hours per week.

40. Plaintiff was paid their wages on a(n) hourly basis.

41. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

42. Plaintiff's rate of pay was \$10 per hour from May 2019 until August 2021, when her pay increased to \$15 per hour.

43. Throughout the course of Plaintiff's employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

44. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

45. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

46. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$7942.50 in unpaid overtime wages; (ii) liquidated damages of \$1800.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit C (this is an estimate and weeks/dates may not match real world records).

WHEREFORE, Plaintiff Ana Line Beade respectfully requests that the Court enter a judgment in their favor and against Defendants Mielle and Monique jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$7942.50
- B. An award liquidated damages in an amount equal to at least \$7942.50;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT IV: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Eric Cisneros)

47. Plaintiff reincorporates by reference Paragraphs 1 through 13, as if set forth in full herein for Paragraph 47.

48. Plaintiff began working at Mielle in or before July 2020, and he worked until August 2020; he then started working there again from July 2021 to August 2021.

49. At all times, Plaintiff held the same position at Mielle, they were a packager. Plaintiff was an "employee" of Defendants as that term is used in Section 203 of the FLSA because they were employed by Defendants to perform duties involving making boxes and stocking items, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

50. Although schedules are subject to change, Plaintiff's general schedule with Defendants required Plaintiff to work on average 60 to 72 hours per week.

51. Plaintiff was paid their wages on a(n) hourly basis.

52. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

53. Plaintiff's rate of pay was \$10 per hour.

54. Throughout the course of Plaintiff's employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

55. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

56. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

57. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$2340.00 in unpaid overtime wages; (ii) liquidated damages of \$2340.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit D (this is an estimate and weeks/dates may not match real world records).

WHEREFORE, Plaintiff Eric Cisneros respectfully requests that the Court enter a judgment in their favor and against Defendants Mielle and Monique jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$2340.00
- B. An award liquidated damages in an amount equal to at least \$2340.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT V: VIOLATION OF THE FLSA
(On Behalf of Plaintiff Gabriela Garcia)

58. Plaintiff reincorporates by reference Paragraphs 1 through 13, as if set forth in full herein for Paragraph 58.

59. Plaintiff began working at Mielle in or before August 2019 and her last date of work was January 12, 2022.

60. At all times, Plaintiff held the same position at Mielle, they were a warehouse worker. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because they were employed by Defendants to perform various warehouse tasks, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

61. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 40 to 84 hours per week.

62. Plaintiff was paid their wages on a(n) hourly basis.

63. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

64. Plaintiff’s rate of pay was \$10 per hour until August 2021, when it increased to \$15 per hour. Plaintiff’s hourly schedule fluctuated. For approximately seven months per year she would work forty hours per week; and the other five months she would work 72 to 84 hours per week, for an average of 78 hours per week.

65. Throughout the course of Plaintiff’s employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

66. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

67. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs’ time worked; and Defendants’ failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

68. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$12265.00 in unpaid overtime wages; (ii) liquidated damages of \$12265.00; and (iii) Plaintiff’s attorney’s fees and costs, to be determined. A calculation of Plaintiff’s damages are attached as Exhibit E (this is an estimate and weeks/dates may not match real world records).

WHEREFORE, Plaintiff Gabriela Garcia respectfully requests that the Court enter a judgment in their favor and against Defendants Mielle and Monique jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$12265.00
- B. An award liquidated damages in an amount equal to at least \$12265.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

Azucena Calleja Garcia,
Lisette Calleja,
Ana Line Beade,
Eric Cisneros, and
Gabriela Garcia

s/Daniel I. Schlade
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EXHIBIT A

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>
6/2/2019	40	0	\$10.00	\$0.00	\$0.00
6/9/2019	40	0	\$10.00	\$0.00	\$0.00
6/16/2019	40	0	\$10.00	\$0.00	\$0.00
6/23/2019	40	0	\$10.00	\$0.00	\$0.00
6/30/2019	40	0	\$10.00	\$0.00	\$0.00
7/7/2019	40	0	\$10.00	\$0.00	\$0.00
7/14/2019	40	0	\$10.00	\$0.00	\$0.00
7/21/2019	40	0	\$10.00	\$0.00	\$0.00
7/28/2019	40	0	\$10.00	\$0.00	\$0.00
8/4/2019	40	0	\$10.00	\$0.00	\$0.00
8/11/2019	40	0	\$10.00	\$0.00	\$0.00
8/18/2019	40	0	\$10.00	\$0.00	\$0.00
8/25/2019	40	0	\$10.00	\$0.00	\$0.00
9/1/2019	60	20	\$10.00	\$100.00	\$100.00
9/8/2019	60	20	\$10.00	\$100.00	\$100.00
9/15/2019	60	20	\$10.00	\$100.00	\$100.00
9/22/2019	60	20	\$10.00	\$100.00	\$100.00
9/29/2019	60	20	\$10.00	\$100.00	\$100.00
10/6/2019	60	20	\$10.00	\$100.00	\$100.00
10/13/2019	60	20	\$10.00	\$100.00	\$100.00
10/20/2019	60	20	\$10.00	\$100.00	\$100.00
10/27/2019	60	20	\$10.00	\$100.00	\$100.00
11/3/2019	60	20	\$10.00	\$100.00	\$100.00
11/10/2019	60	20	\$10.00	\$100.00	\$100.00
11/17/2019	60	20	\$10.00	\$100.00	\$100.00
11/24/2019	60	20	\$10.00	\$100.00	\$100.00
12/1/2019	60	20	\$10.00	\$100.00	\$100.00
12/8/2019	60	20	\$10.00	\$100.00	\$100.00
12/15/2019	60	20	\$10.00	\$100.00	\$100.00
12/22/2019	60	20	\$10.00	\$100.00	\$100.00
12/29/2019	60	20	\$10.00	\$100.00	\$100.00
1/5/2020	40	0	\$10.00	\$0.00	\$0.00
1/12/2020	40	0	\$10.00	\$0.00	\$0.00
1/19/2020	40	0	\$10.00	\$0.00	\$0.00
1/26/2020	40	0	\$10.00	\$0.00	\$0.00
2/2/2020	40	0	\$10.00	\$0.00	\$0.00
2/9/2020	40	0	\$10.00	\$0.00	\$0.00
2/16/2020	40	0	\$10.00	\$0.00	\$0.00
2/23/2020	40	0	\$10.00	\$0.00	\$0.00
3/1/2020	40	0	\$10.00	\$0.00	\$0.00
3/8/2020	40	0	\$10.00	\$0.00	\$0.00
3/15/2020	40	0	\$10.00	\$0.00	\$0.00
3/22/2020	40	0	\$10.00	\$0.00	\$0.00
3/29/2020	40	0	\$10.00	\$0.00	\$0.00
4/5/2020	40	0	\$10.00	\$0.00	\$0.00
4/12/2020	40	0	\$10.00	\$0.00	\$0.00
4/19/2020	40	0	\$10.00	\$0.00	\$0.00
4/26/2020	40	0	\$10.00	\$0.00	\$0.00
5/3/2020	40	0	\$10.00	\$0.00	\$0.00
5/10/2020	40	0	\$10.00	\$0.00	\$0.00
5/17/2020	40	0	\$10.00	\$0.00	\$0.00
5/24/2020	40	0	\$10.00	\$0.00	\$0.00
5/31/2020	40	0	\$10.00	\$0.00	\$0.00
6/7/2020	40	0	\$10.00	\$0.00	\$0.00
6/14/2020	40	0	\$10.00	\$0.00	\$0.00
6/21/2020	40	0	\$10.00	\$0.00	\$0.00
6/28/2020	40	0	\$10.00	\$0.00	\$0.00
7/5/2020	40	0	\$10.00	\$0.00	\$0.00
7/12/2020	40	0	\$10.00	\$0.00	\$0.00
7/19/2020	40	0	\$10.00	\$0.00	\$0.00
7/26/2020	40	0	\$10.00	\$0.00	\$0.00
8/2/2020	60	20	\$10.00	\$100.00	\$100.00
8/9/2020	60	20	\$10.00	\$100.00	\$100.00
8/16/2020	60	20	\$10.00	\$100.00	\$100.00
8/23/2020	60	20	\$10.00	\$100.00	\$100.00
8/30/2020	60	20	\$10.00	\$100.00	\$100.00
9/6/2020	60	20	\$10.00	\$100.00	\$100.00
9/13/2020	60	20	\$10.00	\$100.00	\$100.00
9/20/2020	60	20	\$10.00	\$100.00	\$100.00

9/27/2020	60	20	\$10.00	\$100.00	\$100.00
10/4/2020	60	20	\$10.00	\$100.00	\$100.00
10/11/2020	60	20	\$10.00	\$100.00	\$100.00
10/18/2020	60	20	\$10.00	\$100.00	\$100.00
10/25/2020	60	20	\$10.00	\$100.00	\$100.00
11/1/2020	60	20	\$10.00	\$100.00	\$100.00
11/8/2020	60	20	\$10.00	\$100.00	\$100.00
11/15/2020	60	20	\$10.00	\$100.00	\$100.00
11/22/2020	60	20	\$10.00	\$100.00	\$100.00
11/29/2020	60	20	\$10.00	\$100.00	\$100.00
12/6/2020	60	20	\$10.00	\$100.00	\$100.00
12/13/2020	60	20	\$10.00	\$100.00	\$100.00
12/20/2020	60	20	\$10.00	\$100.00	\$100.00
12/27/2020	60	20	\$10.00	\$100.00	\$100.00
1/3/2021	40	0	\$10.00	\$0.00	\$0.00
1/10/2021	40	0	\$10.00	\$0.00	\$0.00
1/17/2021	40	0	\$10.00	\$0.00	\$0.00
1/24/2021	40	0	\$10.00	\$0.00	\$0.00
1/31/2021	40	0	\$10.00	\$0.00	\$0.00
2/7/2021	40	0	\$10.00	\$0.00	\$0.00
2/14/2021	40	0	\$10.00	\$0.00	\$0.00
2/21/2021	40	0	\$10.00	\$0.00	\$0.00
2/28/2021	40	0	\$10.00	\$0.00	\$0.00
3/7/2021	40	0	\$10.00	\$0.00	\$0.00
3/14/2021	40	0	\$10.00	\$0.00	\$0.00
3/21/2021	40	0	\$10.00	\$0.00	\$0.00
3/28/2021	40	0	\$10.00	\$0.00	\$0.00
4/4/2021	40	0	\$10.00	\$0.00	\$0.00
4/11/2021	40	0	\$10.00	\$0.00	\$0.00
4/18/2021	40	0	\$10.00	\$0.00	\$0.00
4/25/2021	40	0	\$10.00	\$0.00	\$0.00
5/2/2021	40	0	\$10.00	\$0.00	\$0.00
5/9/2021	40	0	\$10.00	\$0.00	\$0.00
5/16/2021	40	0	\$10.00	\$0.00	\$0.00
5/23/2021	40	0	\$10.00	\$0.00	\$0.00
5/30/2021	40	0	\$10.00	\$0.00	\$0.00
6/6/2021	40	0	\$10.00	\$0.00	\$0.00
6/13/2021	40	0	\$10.00	\$0.00	\$0.00
6/20/2021	40	0	\$10.00	\$0.00	\$0.00
6/27/2021	40	0	\$10.00	\$0.00	\$0.00
7/4/2021	40	0	\$10.00	\$0.00	\$0.00
7/11/2021	40	0	\$10.00	\$0.00	\$0.00
7/18/2021	40	0	\$10.00	\$0.00	\$0.00
7/25/2021	40	0	\$10.00	\$0.00	\$0.00
8/1/2021	60	20	\$15.00	\$150.00	\$150.00
8/8/2021	60	20	\$15.00	\$150.00	\$150.00
8/15/2021	60	20	\$15.00	\$150.00	\$150.00
8/22/2021	60	20	\$15.00	\$150.00	\$150.00
8/29/2021	60	20	\$15.00	\$150.00	\$150.00
9/5/2021	60	20	\$15.00	\$150.00	\$150.00
9/12/2021	60	20	\$15.00	\$150.00	\$150.00
9/19/2021	60	20	\$15.00	\$150.00	\$150.00
9/26/2021	60	20	\$15.00	\$150.00	\$150.00
10/3/2021	60	20	\$15.00	\$150.00	\$150.00
10/10/2021	60	20	\$15.00	\$150.00	\$150.00
10/17/2021	60	20	\$15.00	\$150.00	\$150.00
10/24/2021	60	20	\$15.00	\$150.00	\$150.00
10/31/2021	60	20	\$15.00	\$150.00	\$150.00
11/7/2021	60	20	\$16.00	\$160.00	\$160.00
11/14/2021	60	20	\$16.00	\$160.00	\$160.00
11/21/2021	60	20	\$16.00	\$160.00	\$160.00
11/28/2021	60	20	\$16.00	\$160.00	\$160.00
12/5/2021	60	20	\$16.00	\$160.00	\$160.00
12/12/2021	60	20	\$16.00	\$160.00	\$160.00
12/19/2021	60	20	\$16.00	\$160.00	\$160.00
12/26/2021	60	20	\$16.00	\$160.00	\$160.00
1/2/2022	60	20	\$16.00	\$160.00	\$160.00
	TOTALS	900		\$7,540.00	\$7,540.00

EXHIBIT B

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>
6/7/2020	60	20	\$10.00	\$100.00	\$100.00
6/14/2020	60	20	\$10.00	\$100.00	\$100.00
6/21/2020	60	20	\$10.00	\$100.00	\$100.00
6/28/2020	60	20	\$10.00	\$100.00	\$100.00
7/5/2020	60	20	\$10.00	\$100.00	\$100.00
7/12/2020	60	20	\$10.00	\$100.00	\$100.00
7/19/2020	60	20	\$10.00	\$100.00	\$100.00
7/26/2020	60	20	\$10.00	\$100.00	\$100.00
8/2/2020	60	20	\$10.00	\$100.00	\$100.00
6/6/2021	60	20	\$10.00	\$100.00	\$100.00
6/13/2021	60	20	\$10.00	\$100.00	\$100.00
6/20/2021	60	20	\$10.00	\$100.00	\$100.00
6/27/2021	60	20	\$10.00	\$100.00	\$100.00
7/4/2021	60	20	\$10.00	\$100.00	\$100.00
7/11/2021	60	20	\$10.00	\$100.00	\$100.00
7/18/2021	60	20	\$10.00	\$100.00	\$100.00
7/25/2021	60	20	\$10.00	\$100.00	\$100.00
8/1/2021	60	20	\$10.00	\$100.00	\$100.00
	TOTALS			\$1,800.00	\$1,800.00

EXHIBIT C

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>
5/12/2019	49	9	\$10.00	\$45.00	\$45.00
5/19/2019	49	9	\$10.00	\$45.00	\$45.00
5/26/2019	49	9	\$10.00	\$45.00	\$45.00
6/2/2019	49	9	\$10.00	\$45.00	\$45.00
6/9/2019	49	9	\$10.00	\$45.00	\$45.00
6/16/2019	49	9	\$10.00	\$45.00	\$45.00
6/23/2019	49	9	\$10.00	\$45.00	\$45.00
6/30/2019	49	9	\$10.00	\$45.00	\$45.00
7/7/2019	49	9	\$10.00	\$45.00	\$45.00
7/14/2019	49	9	\$10.00	\$45.00	\$45.00
7/21/2019	49	9	\$10.00	\$45.00	\$45.00
7/28/2019	49	9	\$10.00	\$45.00	\$45.00
8/4/2019	49	9	\$10.00	\$45.00	\$45.00
8/11/2019	49	9	\$10.00	\$45.00	\$45.00
8/18/2019	49	9	\$10.00	\$45.00	\$45.00
8/25/2019	49	9	\$10.00	\$45.00	\$45.00
9/1/2019	49	9	\$10.00	\$45.00	\$45.00
9/8/2019	49	9	\$10.00	\$45.00	\$45.00
9/15/2019	49	9	\$10.00	\$45.00	\$45.00
9/22/2019	49	9	\$10.00	\$45.00	\$45.00
9/29/2019	49	9	\$10.00	\$45.00	\$45.00
10/6/2019	49	9	\$10.00	\$45.00	\$45.00
10/13/2019	49	9	\$10.00	\$45.00	\$45.00
10/20/2019	49	9	\$10.00	\$45.00	\$45.00
10/27/2019	49	9	\$10.00	\$45.00	\$45.00
11/3/2019	49	9	\$10.00	\$45.00	\$45.00
11/10/2019	49	9	\$10.00	\$45.00	\$45.00
11/17/2019	49	9	\$10.00	\$45.00	\$45.00
11/24/2019	49	9	\$10.00	\$45.00	\$45.00
12/1/2019	49	9	\$10.00	\$45.00	\$45.00
12/8/2019	49	9	\$10.00	\$45.00	\$45.00
12/15/2019	49	9	\$10.00	\$45.00	\$45.00
12/22/2019	49	9	\$10.00	\$45.00	\$45.00
12/29/2019	49	9	\$10.00	\$45.00	\$45.00
1/5/2020	49	9	\$10.00	\$45.00	\$45.00
1/12/2020	49	9	\$10.00	\$45.00	\$45.00
1/19/2020	49	9	\$10.00	\$45.00	\$45.00
1/26/2020	49	9	\$10.00	\$45.00	\$45.00
2/2/2020	49	9	\$10.00	\$45.00	\$45.00
2/9/2020	49	9	\$10.00	\$45.00	\$45.00
2/16/2020	49	9	\$10.00	\$45.00	\$45.00
2/23/2020	49	9	\$10.00	\$45.00	\$45.00
3/1/2020	49	9	\$10.00	\$45.00	\$45.00
3/8/2020	49	9	\$10.00	\$45.00	\$45.00
3/15/2020	49	9	\$10.00	\$45.00	\$45.00
3/22/2020	49	9	\$10.00	\$45.00	\$45.00
3/29/2020	49	9	\$10.00	\$45.00	\$45.00
4/5/2020	49	9	\$10.00	\$45.00	\$45.00
4/12/2020	49	9	\$10.00	\$45.00	\$45.00
4/19/2020	49	9	\$10.00	\$45.00	\$45.00
4/26/2020	49	9	\$10.00	\$45.00	\$45.00
5/3/2020	49	9	\$10.00	\$45.00	\$45.00
5/10/2020	49	9	\$10.00	\$45.00	\$45.00
5/17/2020	49	9	\$10.00	\$45.00	\$45.00
5/24/2020	49	9	\$10.00	\$45.00	\$45.00
5/31/2020	49	9	\$10.00	\$45.00	\$45.00
6/7/2020	49	9	\$10.00	\$45.00	\$45.00
6/14/2020	49	9	\$10.00	\$45.00	\$45.00
6/21/2020	49	9	\$10.00	\$45.00	\$45.00
6/28/2020	49	9	\$10.00	\$45.00	\$45.00
7/5/2020	49	9	\$10.00	\$45.00	\$45.00
7/12/2020	49	9	\$10.00	\$45.00	\$45.00
7/19/2020	49	9	\$10.00	\$45.00	\$45.00
7/26/2020	49	9	\$10.00	\$45.00	\$45.00
8/2/2020	49	9	\$15.00	\$67.50	\$67.50
8/9/2020	49	9	\$15.00	\$67.50	\$67.50
8/16/2020	49	9	\$15.00	\$67.50	\$67.50
8/23/2020	49	9	\$15.00	\$67.50	\$67.50
8/30/2020	49	9	\$15.00	\$67.50	\$67.50

9/6/2020	49	9	\$15.00	\$67.50	\$67.50
9/13/2020	49	9	\$15.00	\$67.50	\$67.50
9/20/2020	49	9	\$15.00	\$67.50	\$67.50
9/27/2020	49	9	\$15.00	\$67.50	\$67.50
10/4/2020	49	9	\$15.00	\$67.50	\$67.50
10/11/2020	49	9	\$15.00	\$67.50	\$67.50
10/18/2020	49	9	\$15.00	\$67.50	\$67.50
10/25/2020	49	9	\$15.00	\$67.50	\$67.50
11/1/2020	49	9	\$15.00	\$67.50	\$67.50
11/8/2020	49	9	\$15.00	\$67.50	\$67.50
11/15/2020	49	9	\$15.00	\$67.50	\$67.50
11/22/2020	49	9	\$15.00	\$67.50	\$67.50
11/29/2020	49	9	\$15.00	\$67.50	\$67.50
12/6/2020	49	9	\$15.00	\$67.50	\$67.50
12/13/2020	49	9	\$15.00	\$67.50	\$67.50
12/20/2020	49	9	\$15.00	\$67.50	\$67.50
12/27/2020	49	9	\$15.00	\$67.50	\$67.50
1/3/2021	49	9	\$15.00	\$67.50	\$67.50
1/10/2021	49	9	\$15.00	\$67.50	\$67.50
1/17/2021	49	9	\$15.00	\$67.50	\$67.50
1/24/2021	49	9	\$15.00	\$67.50	\$67.50
1/31/2021	49	9	\$15.00	\$67.50	\$67.50
2/7/2021	49	9	\$15.00	\$67.50	\$67.50
2/14/2021	49	9	\$15.00	\$67.50	\$67.50
2/21/2021	49	9	\$15.00	\$67.50	\$67.50
2/28/2021	49	9	\$15.00	\$67.50	\$67.50
3/7/2021	49	9	\$15.00	\$67.50	\$67.50
3/14/2021	49	9	\$15.00	\$67.50	\$67.50
3/21/2021	49	9	\$15.00	\$67.50	\$67.50
3/28/2021	49	9	\$15.00	\$67.50	\$67.50
4/4/2021	49	9	\$15.00	\$67.50	\$67.50
4/11/2021	49	9	\$15.00	\$67.50	\$67.50
4/18/2021	49	9	\$15.00	\$67.50	\$67.50
4/25/2021	49	9	\$15.00	\$67.50	\$67.50
5/2/2021	49	9	\$15.00	\$67.50	\$67.50
5/9/2021	49	9	\$15.00	\$67.50	\$67.50
5/16/2021	49	9	\$15.00	\$67.50	\$67.50
5/23/2021	49	9	\$15.00	\$67.50	\$67.50
5/30/2021	49	9	\$15.00	\$67.50	\$67.50
6/6/2021	49	9	\$15.00	\$67.50	\$67.50
6/13/2021	49	9	\$15.00	\$67.50	\$67.50
6/20/2021	49	9	\$15.00	\$67.50	\$67.50
6/27/2021	49	9	\$15.00	\$67.50	\$67.50
7/4/2021	49	9	\$15.00	\$67.50	\$67.50
7/11/2021	49	9	\$15.00	\$67.50	\$67.50
7/18/2021	49	9	\$15.00	\$67.50	\$67.50
7/25/2021	49	9	\$15.00	\$67.50	\$67.50
8/1/2021	49	9	\$15.00	\$67.50	\$67.50
8/8/2021	49	9	\$15.00	\$67.50	\$67.50
8/15/2021	49	9	\$15.00	\$67.50	\$67.50
8/22/2021	49	9	\$15.00	\$67.50	\$67.50
8/29/2021	49	9	\$15.00	\$67.50	\$67.50
9/5/2021	49	9	\$15.00	\$67.50	\$67.50
9/12/2021	49	9	\$15.00	\$67.50	\$67.50
9/19/2021	49	9	\$15.00	\$67.50	\$67.50
9/26/2021	49	9	\$15.00	\$67.50	\$67.50
10/3/2021	49	9	\$15.00	\$67.50	\$67.50
10/10/2021	49	9	\$15.00	\$67.50	\$67.50
10/17/2021	49	9	\$15.00	\$67.50	\$67.50
10/24/2021	49	9	\$15.00	\$67.50	\$67.50
10/31/2021	49	9	\$15.00	\$67.50	\$67.50
11/7/2021	49	9	\$15.00	\$67.50	\$67.50
11/14/2021	49	9	\$15.00	\$67.50	\$67.50
11/21/2021	49	9	\$15.00	\$67.50	\$67.50
11/28/2021	49	9	\$15.00	\$67.50	\$67.50
12/5/2021	49	9	\$15.00	\$67.50	\$67.50
12/12/2021	49	9	\$15.00	\$67.50	\$67.50
12/19/2021	49	9	\$15.00	\$67.50	\$67.50
12/26/2021	49	9	\$15.00	\$67.50	\$67.50
1/2/2022	49	9	\$15.00	\$67.50	\$67.50
	TOTALS	891		\$7,942.50	\$7,942.50

EXHIBIT D

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	Unpaid OT	FLSA Liquidated
7/5/2020	60	20	\$10.00	\$100.00	\$100.00
7/12/2020	60	20	\$10.00	\$100.00	\$100.00
7/19/2020	60	20	\$10.00	\$100.00	\$100.00
7/26/2020	60	20	\$10.00	\$100.00	\$100.00
8/2/2020	60	20	\$10.00	\$100.00	\$100.00
8/9/2020	60	20	\$10.00	\$100.00	\$100.00
8/16/2020	60	20	\$10.00	\$100.00	\$100.00
8/23/2020	60	20	\$10.00	\$100.00	\$100.00
8/30/2020	60	20	\$10.00	\$100.00	\$100.00
7/4/2021	72	32	\$10.00	\$160.00	\$160.00
7/11/2021	72	32	\$10.00	\$160.00	\$160.00
7/18/2021	72	32	\$10.00	\$160.00	\$160.00
7/25/2021	72	32	\$10.00	\$160.00	\$160.00
8/1/2021	72	32	\$10.00	\$160.00	\$160.00
8/8/2021	72	32	\$10.00	\$160.00	\$160.00
8/15/2021	72	32	\$10.00	\$160.00	\$160.00
8/22/2021	72	32	\$10.00	\$160.00	\$160.00
8/29/2021	72	32	\$10.00	\$160.00	\$160.00
	TOTALS			\$2,340.00	\$2,340.00

EXHIBIT F

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>
8/4/2019	40	0	\$10.00	\$0.00	\$0.00
8/11/2019	40	0	\$10.00	\$0.00	\$0.00
8/18/2019	40	0	\$10.00	\$0.00	\$0.00
8/25/2019	40	0	\$10.00	\$0.00	\$0.00
9/1/2019	40	0	\$10.00	\$0.00	\$0.00
9/8/2019	40	0	\$10.00	\$0.00	\$0.00
9/15/2019	40	0	\$10.00	\$0.00	\$0.00
9/22/2019	40	0	\$10.00	\$0.00	\$0.00
9/29/2019	40	0	\$10.00	\$0.00	\$0.00
10/6/2019	40	0	\$10.00	\$0.00	\$0.00
10/13/2019	40	0	\$10.00	\$0.00	\$0.00
10/20/2019	40	0	\$10.00	\$0.00	\$0.00
10/27/2019	40	0	\$10.00	\$0.00	\$0.00
11/3/2019	74	34	\$10.00	\$170.00	\$170.00
11/10/2019	74	34	\$10.00	\$170.00	\$170.00
11/17/2019	74	34	\$10.00	\$170.00	\$170.00
11/24/2019	74	34	\$10.00	\$170.00	\$170.00
12/1/2019	74	34	\$10.00	\$170.00	\$170.00
12/8/2019	74	34	\$10.00	\$170.00	\$170.00
12/15/2019	74	34	\$10.00	\$170.00	\$170.00
12/22/2019	74	34	\$10.00	\$170.00	\$170.00
12/29/2019	74	34	\$10.00	\$170.00	\$170.00
1/5/2020	40	0	\$10.00	\$0.00	\$0.00
1/12/2020	40	0	\$10.00	\$0.00	\$0.00
1/19/2020	40	0	\$10.00	\$0.00	\$0.00
1/26/2020	40	0	\$10.00	\$0.00	\$0.00
2/2/2020	40	0	\$10.00	\$0.00	\$0.00
2/9/2020	40	0	\$10.00	\$0.00	\$0.00
2/16/2020	40	0	\$10.00	\$0.00	\$0.00
2/23/2020	40	0	\$10.00	\$0.00	\$0.00
3/1/2020	40	0	\$10.00	\$0.00	\$0.00
3/8/2020	40	0	\$10.00	\$0.00	\$0.00
3/15/2020	40	0	\$10.00	\$0.00	\$0.00
3/22/2020	40	0	\$10.00	\$0.00	\$0.00
3/29/2020	40	0	\$10.00	\$0.00	\$0.00
4/5/2020	40	0	\$10.00	\$0.00	\$0.00
4/12/2020	40	0	\$10.00	\$0.00	\$0.00
4/19/2020	40	0	\$10.00	\$0.00	\$0.00
4/26/2020	40	0	\$10.00	\$0.00	\$0.00
5/3/2020	40	0	\$10.00	\$0.00	\$0.00
5/10/2020	40	0	\$10.00	\$0.00	\$0.00
5/17/2020	40	0	\$10.00	\$0.00	\$0.00
5/24/2020	40	0	\$10.00	\$0.00	\$0.00
5/31/2020	40	0	\$10.00	\$0.00	\$0.00
6/7/2020	40	0	\$10.00	\$0.00	\$0.00
6/14/2020	40	0	\$10.00	\$0.00	\$0.00
6/21/2020	40	0	\$10.00	\$0.00	\$0.00
6/28/2020	40	0	\$10.00	\$0.00	\$0.00
7/5/2020	40	0	\$10.00	\$0.00	\$0.00
7/12/2020	40	0	\$10.00	\$0.00	\$0.00
7/19/2020	40	0	\$10.00	\$0.00	\$0.00
7/26/2020	40	0	\$10.00	\$0.00	\$0.00
8/2/2020	78	38	\$10.00	\$190.00	\$190.00
8/9/2020	78	38	\$10.00	\$190.00	\$190.00
8/16/2020	78	38	\$10.00	\$190.00	\$190.00
8/23/2020	78	38	\$10.00	\$190.00	\$190.00
8/30/2020	78	38	\$10.00	\$190.00	\$190.00
9/6/2020	78	38	\$10.00	\$190.00	\$190.00
9/13/2020	78	38	\$10.00	\$190.00	\$190.00
9/20/2020	78	38	\$10.00	\$190.00	\$190.00
9/27/2020	78	38	\$10.00	\$190.00	\$190.00
10/4/2020	78	38	\$10.00	\$190.00	\$190.00
10/11/2020	78	38	\$10.00	\$190.00	\$190.00
10/18/2020	78	38	\$10.00	\$190.00	\$190.00
10/25/2020	78	38	\$10.00	\$190.00	\$190.00
11/1/2020	78	38	\$10.00	\$190.00	\$190.00
11/8/2020	78	38	\$10.00	\$190.00	\$190.00
11/15/2020	78	38	\$10.00	\$190.00	\$190.00
11/22/2020	78	38	\$10.00	\$190.00	\$190.00

11/29/2020	78	38	\$10.00	\$190.00	\$190.00
12/6/2020	78	38	\$10.00	\$190.00	\$190.00
12/13/2020	78	38	\$10.00	\$190.00	\$190.00
12/20/2020	78	38	\$10.00	\$190.00	\$190.00
12/27/2020	78	38	\$10.00	\$190.00	\$190.00
1/3/2021	40	0	\$10.00	\$0.00	\$0.00
1/10/2021	40	0	\$10.00	\$0.00	\$0.00
1/17/2021	40	0	\$10.00	\$0.00	\$0.00
1/24/2021	40	0	\$10.00	\$0.00	\$0.00
1/31/2021	40	0	\$10.00	\$0.00	\$0.00
2/7/2021	40	0	\$10.00	\$0.00	\$0.00
2/14/2021	40	0	\$10.00	\$0.00	\$0.00
2/21/2021	40	0	\$10.00	\$0.00	\$0.00
2/28/2021	40	0	\$10.00	\$0.00	\$0.00
3/7/2021	40	0	\$10.00	\$0.00	\$0.00
3/14/2021	40	0	\$10.00	\$0.00	\$0.00
3/21/2021	40	0	\$10.00	\$0.00	\$0.00
3/28/2021	40	0	\$10.00	\$0.00	\$0.00
4/4/2021	40	0	\$10.00	\$0.00	\$0.00
4/11/2021	40	0	\$10.00	\$0.00	\$0.00
4/18/2021	40	0	\$10.00	\$0.00	\$0.00
4/25/2021	40	0	\$10.00	\$0.00	\$0.00
5/2/2021	40	0	\$10.00	\$0.00	\$0.00
5/9/2021	40	0	\$10.00	\$0.00	\$0.00
5/16/2021	40	0	\$10.00	\$0.00	\$0.00
5/23/2021	40	0	\$10.00	\$0.00	\$0.00
5/30/2021	40	0	\$10.00	\$0.00	\$0.00
6/6/2021	40	0	\$10.00	\$0.00	\$0.00
6/13/2021	40	0	\$10.00	\$0.00	\$0.00
6/20/2021	40	0	\$10.00	\$0.00	\$0.00
6/27/2021	40	0	\$10.00	\$0.00	\$0.00
7/4/2021	40	0	\$10.00	\$0.00	\$0.00
7/11/2021	40	0	\$10.00	\$0.00	\$0.00
7/18/2021	40	0	\$10.00	\$0.00	\$0.00
7/25/2021	40	0	\$10.00	\$0.00	\$0.00
8/1/2021	78	38	\$15.00	\$285.00	\$285.00
8/8/2021	78	38	\$15.00	\$285.00	\$285.00
8/15/2021	78	38	\$15.00	\$285.00	\$285.00
8/22/2021	78	38	\$15.00	\$285.00	\$285.00
8/29/2021	78	38	\$15.00	\$285.00	\$285.00
9/5/2021	78	38	\$15.00	\$285.00	\$285.00
9/12/2021	78	38	\$15.00	\$285.00	\$285.00
9/19/2021	78	38	\$15.00	\$285.00	\$285.00
9/26/2021	78	38	\$15.00	\$285.00	\$285.00
10/3/2021	78	38	\$15.00	\$285.00	\$285.00
10/10/2021	78	38	\$15.00	\$285.00	\$285.00
10/17/2021	78	38	\$15.00	\$285.00	\$285.00
10/24/2021	78	38	\$15.00	\$285.00	\$285.00
10/31/2021	78	38	\$15.00	\$285.00	\$285.00
11/7/2021	78	38	\$15.00	\$285.00	\$285.00
11/14/2021	78	38	\$15.00	\$285.00	\$285.00
11/21/2021	78	38	\$15.00	\$285.00	\$285.00
11/28/2021	78	38	\$15.00	\$285.00	\$285.00
12/5/2021	78	38	\$15.00	\$285.00	\$285.00
12/12/2021	78	38	\$15.00	\$285.00	\$285.00
12/19/2021	78	38	\$15.00	\$285.00	\$285.00
12/26/2021	78	38	\$15.00	\$285.00	\$285.00
1/2/2022	78	38	\$15.00	\$285.00	\$285.00
	TOTALS	1710		\$12,265.00	\$12,265.00